



# *CITY COUNCIL*

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## *Public Safety Committee*

**Monday, February 4<sup>th</sup>, 2008**

**Agenda  
6:00 p.m.**

- I. Disruptive Conduct Review Ordinance** **6:30p.m.**  
-Duties of Owners and Tenants
  
- II. Identification of Committee Goals and Objectives**

*It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.*

**AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY ADDING NEW LANGUAGE TO CHAPTER 11 – HOUSING - PART 1 AND BY REPEALING AND CORRECTING ANY INCONSISTENCIES WITHIN THE CODIFIED ORDINANCES, WHICH WILL PROTECT AND PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE OF CITIZENS BY ESTABLISHING RIGHTS AND OBLIGATIONS OF OWNERS AND OCCUPANTS RELATING TO RENTAL UNITS IN THE CITY AND ENCOURAGING THE ONGOING QUALITY OF RENTAL HOUSING WITHIN THE COMMUNITY BY PROVIDING A SYSTEMATIC INSPECTION PROGRAM, REGISTRATION AND LICENSING OF RENTAL UNITS, AND PENALTIES.**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the City of Reading Codified Ordinances by adding new language to Chapter 11 – Housing -.Part 1, as attached and repealing and correcting any inconsistencies within other areas of the Codified Ordinances.

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, PA, not governed by the Code shall remain in full force and effect if not repealed by enacted legislation.

SECTION 3. If any section, subsection, sentence, or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This Ordinance shall become effective in ten (10) days in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2005

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President of Council

Attest:

\_\_\_\_\_  
City Clerk

# **HOUSING**

## **PART 4**

### **LICENSING RENTAL UNITS**

- § 11-401. Purpose**
- § 11-402. Definitions**
- § 11-403. Owner and Occupant Duties**
- § 11-4204. Exempt Units**
- § 11-405. Rental Registration**
- § 11-406. Rental License**
- § 11-407. Sale or Transfer of Rental Units**
- § 11-408. Appeals of Revocation of Rental Registration or Rental License**
- § 11-409. Disruptive Conduct Board of Appeals Organization and Powers**
- § 11-410. Severability**
- § 11-411. Fees/Penalties**

## **PART 4<sup>4</sup>**

### **LICENSING RENTAL UNITS**

#### **§ 11-401 PURPOSE**

The purpose of this ordinance and the policy of the City of Reading shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to rental units in the City and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. As a means to these ends, this ordinance provides for a systematic inspection program, registration and licensing of rental units, and penalties.

In considering the adoption of this ordinance, the City makes the following findings:

1. There is a growing concern in the community with the general decline in the physical condition of rental units;
2. City records indicate there is a greater incidence of problems with the maintenance and upkeep of properties which are not owner occupied as compared to those that are owner occupied;
3. City records indicate there are a greater number of disturbances at rental units than all other properties combined; and
4. City records indicate that violations of the various codes are generally less severe at owner-occupied units as compared to rental units.

#### **§ 11-402. DEFINITIONS.**

**Codes** means any state or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International Building Code, International Existing Building Code, International Plumbing Code, International Mechanical Code, National Electrical Code, International Fire Code, International Code, International Property Maintenance Code, Zoning Ordinance, Recycling and Solid Waste Ordinance, and general nuisance ordinances.

**Disruptive Conduct** means any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a Police Officer and/or a Public Officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

**Disruptive Conduct Report** means a written report of disruptive conduct on a form to be prescribed therefore to be completed by a Police Officer or a Public Officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police.

**Hotel Unit** means any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than thirty (30) days.

**Public Officer** means anyone authorized to enforce the City of Reading Codified Ordinances.

**Rental License** means a document issued by the Codes Enforcement Office to the owner, operator, responsible agent or manager of a rental unit upon correction of all applicable code violations granting permission to operate a rental unit in the City of Reading. Such license is required for lawful rental and occupancy of rental units under this Article, unless a Public Officer or Police Officer has not inspected the unit or violations of the applicable codes are being corrected and the unit operates under a Rental Registration, or the rental unit is exempt from the license provisions of this Article.

**Rental Registration** means the document issued annually for a fee by the City of Reading to the owner, operator, responsible agent or manager of a rental unit evidencing the existence of said rental unit. This registration shall be required until the Public Officer inspects the unit and issues a Rental License. A Rental Registration shall be required for lawful rental and occupancy of rental units under this Article, unless a Public Officer has inspected the rental unit and has issued a Rental License or the rental unit is exempt from the registration provisions of this Article. This registration does not warrant the proper zoning, habitability, safety, or condition of the rental unit in any way.

**Rental Unit** means a rooming unit or a dwelling unit let for rent, or an other-than-owner-occupied unit. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements, or long-term [greater than six (6) months] agreements of sale.

§ 11-403. OWNER AND OCCUPANT DUTIES.

A. **Owner's Duties:** It shall be the duty of every owner, operator, responsible agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable state laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.

It shall be unlawful for any person to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without having a Rental Registration or a Rental License, as required by this Article.

The owner, operator, responsible agent or manager shall include the amendment attached hereto as the Addendum to Rental Agreement in each lease of a rental unit taking effect on or after January 1, 2005. Said amendment is hereby considered to be a part of every lease of a rental unit in the City of Reading executed on or after January 1, 2005.

It shall be the responsibility of every owner, operator, responsible agent or manager to display the Rental Registration or Rental License in the common entranceway to the rental unit. The Rental Registration or Rental License shall include the following information:

1. The name, mailing address and telephone number of the owner, operator, responsible agent or manager;
2. The evenings on which garbage and recycling are to be placed curbside for collection;
3. The telephone number to call to register complaints regarding the physical condition of the rental unit;
4. The telephone number for emergency police, fire and medical services;
5. The date of expiration of the Rental Registration or Rental License; and
6. A summary of the owner's and occupant's duties under this Article.

It shall be the responsibility of every owner, operator, responsible agent or manager to employ policies and to manage the rental units under his/her control in compliance with the provisions of this ordinance, City codes and applicable State laws.

No Rental Registration or Rental License shall be issued to any rental unit owned or operated by a person residing outside the County of Berks unless there is provided to the Department of Police the name, mailing address and telephone number of a designated responsible agent residing or working within the County of Berks, authorized to accept service of

process on behalf of the legal owner of said rental unit. For the purpose of this section, a post office box is not acceptable for the responsible agent's address.

This designation shall not be valid unless signed by the owner/operator and the responsible agent designated to act on behalf of the absentee owner/operator. The absentee owner/operator shall be required to notify the Codes Enforcement Office of any change in responsible agent.

Owners or operators residing outside the County of Berks and meeting the following criteria shall be exempt from naming a designated responsible agent:

No cases of three (3) disruptive conduct complaints within a twelve (12) month period regarding the same occupants of a particular rental unit, as documented by upheld Disruptive Conduct Reports;

All taxes, fines and fees paid by December 31 of the preceding year;

The rental units must pass inspection at the first reinspection, both interior and exterior of the property must be in compliance with all codes (there will be an allowance for exterior repairs for the time of the year);

The previous year's annual license fee was paid by March 31 of that year; and

The owner, operator or manager must correct any code violations cited between the five (5) year full inspections within thirty (30) days.

**B. Occupant Duties:** The occupant(s) shall comply with all obligations imposed unto by this Article and all applicable codes and ordinances of the City of Reading, as well as all State laws and regulations.

The occupant(s) shall conduct themselves and require other persons, including but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

The occupant(s) shall not engage in, nor tolerate, nor permit others on the premises to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Article, City codes or applicable State laws.

Police Officers or Public Officers shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrator(s) of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the disruptive conduct report shall be given or mailed to the occupant and mailed to the owner, operator, responsible agent or manager within ten (10) working days of the occurrence of the alleged disruptive conduct.

The occupant or the owner, operator, responsible agent or manager shall have ten (10) working days from the date of receipt of a Disruptive Conduct Report to appeal the contents of said Disruptive Conduct Report. The appeal shall be made in writing and submitted to the Department of Police. An appeal of the third Disruptive Conduct Report within a twelve (12) month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third Disruptive Conduct Report.

After three (3) disruptive conduct incidents in any twelve (12) month period by an occupant documented by Disruptive Conduct Reports, the owner, operator, responsible agent or manager shall have ten (10) working days from the date of his/her receiving the notice to begin eviction proceedings against the occupants. Failure to take such action will result in the immediate revocation of the Rental Registration or Rental License. The rental unit involved shall not have its Rental Registration or Rental License reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the Disruptive Conduct Board of Appeals has ruled in the occupant's favor, the Disruptive Conduct Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court or declared bankruptcy, thereby preventing their eviction. The disruptive occupants, upon eviction, shall not re-occupy any rental unit on the same premises involved for a period of at least one (1) year from date of eviction. This paragraph is not intended to limit or inhibit the owner, operator, responsible agent or manager's right to initiate eviction actions prior to the third disruptive conduct incident.

The content of the Disruptive Conduct Report shall count against all occupants of the rental unit. More than one (1) Disruptive Conduct Report filed against the occupants of a rental unit in a twenty-four (24) hour period shall count as a single Disruptive Conduct Report for the purpose of the preceding paragraph. The content of the Disruptive Conduct Report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants. The Codes Enforcement Office shall maintain a list of the names of all occupants evicted as a result of the preceding paragraph. The names shall remain on the list for a period of five (5) years.

#### **§ 11-404. EXEMPT UNITS.**

All property owned by the Housing Authority of the City of Reading or the Housing Authority of the County of Berks which is inspected annually by those agencies to assess conformance with federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the registration and licensing provisions of this Article.

The registration and licensing provisions of this Article shall not apply to hospitals, nursing homes or other rental units used for human habitation which offer full time supervision and provide medical or nursing services, and wherein all operations of such facilities are subject to county, state or federal licensing or regulations concerning the health and safety of the users, patients or tenants. The registration and licensing provisions of this Article also shall not apply to hotel units, as defined previously, as defined in the City's Zoning Ordinance.

If, in response to a complaint, an exempt unit is found to be in violation of a City code, the owner, operator, responsible agent or manager shall correct the violation(s) within the time frame cited by the Public Officer or Police Officer. If the violation(s) is/are not corrected, the unit shall

lose its exemption until the violation(s) is/are corrected. If three (3) verified complaints are received in any twelve (12) month period, the unit shall lose its exemption for a period of five (5) years.

#### § 11-405. RENTAL REGISTRATION.

**A. Registration Required for Rental Units:** By March 31, 2005, the owner, operator, responsible agent or manager of each rental unit shall apply for a Rental Registration with the Codes Enforcement Office. By March 31 of each calendar year after 2005, the owner, operator, responsible agent or manager of each rental unit shall continue to apply for a Rental Registration until the unit is licensed, at which time he/she shall be issued a Rental License. For each calendar year thereafter, the owner, operator, responsible agent or manager of the rental unit shall continue to apply for a Rental License.

**B. Issuance of Rental Registration:** A Rental Registration shall be issued if the owner or operator of the rental unit provides the name of a responsible agent (if applicable), pays the registration fee, submits a complete and accurate occupant listing by rental unit by May 31 of each year and is current on taxes, water, sewer, recycling and solid waste fees for the rental unit, as defined in the Codified Ordinances of the City of Reading, respectively. This registration does not warrant the proper zoning, habitability, safety or condition of the rental unit in any way.

**C. Revocation of Rental Registration:** A Rental Registration shall be revoked if the owner or operator of a rental unit does not provide the name of a responsible agent (if applicable), does not pay the registration fee, is not current on taxes, water, sewer, recycling and solid waste fees for the rental unit, does not submit a complete and accurate occupant listing by rental unit by May 31 of each year, does not correct a code violation found in response to a complaint within the timeframe cited by the Public Officer or Police Officer, and/or has not complied with the disorderly conduct provision of this ordinance, as described above.

**D. Reinstatement of Rental Registration:** A Rental Registration shall be reinstated if the owner or operator of a rental unit corrects the reason for the revocation of the Rental Registration and has paid the Rental Registration reinstatement fee.

#### § 11-406. RENTAL LICENSE.

**A. Rental License Required for Rental Units:** A Rental License shall be required for each rental unit unless the rental unit has not been inspected or has outstanding violations of the applicable codes and operates under a Rental Registration, or is exempt as defined above.

Prior to initial occupancy of newly constructed rental units, newly created rental units, or substantially rehabilitated rental units (as documented by a certificate of occupancy), the owner, operator, responsible agent or manager of each rental unit shall register with and make written application to the Codes Enforcement Office for a Rental License as herein provided. Such units will be exempt from further inspection, unless a complaint of violation has occurred or a Public Officer or Police Officer has probable cause to believe that a violation has occurred for a period of at least five (5) years and will be inspected again when the area in which they are located is next scheduled for inspection after the five (5) year exemption has expired.

For licensing purposes, the Codes Enforcement Office shall fully inspect each rental unit no more frequently than once within a five (5) year period unless a complaint of violation has occurred or a Public Officer or Police Officer has probable cause to believe that a violation is



occurring as provided in the City of Reading Codified Ordinances Rental License shall remain in effect until such time as the next regularly scheduled inspection occurs, assuming the annual license fee is paid.

Initial inspections will occur in accordance with a phased-in systematic inspection program to be prepared and made available upon request by the Codes Enforcement Office. A minimum ten (10) days written notice shall be given for all initial inspections. The penalty for not allowing an inspection shall be revocation of the Rental Registration or the Rental License.

**B. Compliance:** If the Public Officer or Police Officer, upon completion of the inspection, finds that the applicable codes have not been met, a Notice of Violation shall be issued, as prescribed in the Property Maintenance Code.

**1. Ten (10) Day Notice of Violation:** If the Public Officer or Police Officer finds one (1) or more of the following violations in the Property Maintenance Code:

Multiple Dwelling Unit Fire Exits  
Separation of Common Walls and Floors  
Automatic Fire Alarm Systems  
Multiple Dwelling Unit Fire Protection  
Heating  
Hot and Cold Water Supplies  
Water Closet and Basin  
Plumbing Connections  
Electrical Hazards  
Structural Hazards  
Overcrowding  
Serious Roof Leak

a. A Ten (10) Day Notice of Violation shall be issued; and

b. The rental unit shall be determined Unfit for Human Habitation and ordered vacated as prescribed in the Property Maintenance Code or other applicable sections of the City of Reading Codified Ordinances and shall remain vacant until the violation is abated. If after ten (10) days from the receipt of the Ten (10) Day Notice of Violation, a re-inspection reveals that the violations are not corrected and arrangements satisfactory to the Public Officer or Police Officer have not been made, the Rental Registration or Rental License for the rental unit shall be revoked, and if the rental unit is vacant, it shall remain vacant.

**2. Thirty (30) Day Notice of Violation:** If the Public Officer or Police Officer finds violations other than those listed in Property Maintenance Code, a Thirty (30) Day Notice of Violation shall be issued.

If after thirty (30) days from the date of receipt of the Thirty (30) Day Notice of Violation, the first re-inspection reveals that all violations have not been corrected, a Thirty (30) Day Legal Action Warning shall be issued.

If after thirty (30) days from the date of receipt of the Thirty (30) Day Legal Action Warning, the second re-inspection reveals that all violations have not been corrected, the Rental Registration or the Rental License for the rental unit shall be revoked, and if the rental unit is vacant, it shall remain vacant.

A fee will be charged for the initial inspection and for each re-inspection after the second Re-inspection. The Codes Enforcement Office shall maintain a list of all rental units and their ownership that have been the subject of prosecution in Magistrates Court during the preceding five (5) years.

**C. Issuance of Rental License:** A Rental License shall be issued if the rental unit meets the following conditions:

1. the Public Officer finds that the rental unit is in compliance with the applicable codes;
2. the owner, operator or manager provides the name of a responsible agent (if applicable);
3. the owner, operator, responsible agent or manager pays the license inspection and re-inspection (if applicable) fee(s);
4. the owner, operator, responsible agent or manager is current on taxes, fines, water, sewer, recycling and solid waste fees, as defined by the Codified Ordinances of the City of Reading, respectively;
5. the uses of the property are in compliance with the Zoning Ordinance of the City of Reading;
6. the owner, operator, responsible agent or manager has submitted a complete and accurate occupant listing by rental unit.

**D. Revocation of Rental License:** A Rental License shall be revoked if the owner or operator of a rental unit does not provide the name of a responsible agent (if applicable), does not correct code violations found in response to a complaint within the time frame cited by the Public Officer or Police Officer, does not pay the annual license fee, is not current on taxes, water, sewer, recycling and solid waste fees for the rental unit, changes the uses of the property so as to no longer be in compliance with the Zoning Ordinance of the City of Reading, does not submit a complete and accurate occupant listing by rental unit by May 31 of each year, and/or has not complied with the disruptive conduct provision of this ordinance, as described above. If the Rental License is revoked and the rental unit is vacant, it shall remain vacant.

**E. Reinstatement of Rental License:** A Rental License shall be reinstated if the owner or operator of a rental unit corrects the reasons for the revocation of the Rental License and has paid the license reinstatement fee.

#### **§ 11-407. SALE OR TRANSFER OF RENTAL UNITS.**

A Rental Registration issued hereunder is not automatically transferable to any person or entity who has acquired ownership of a rental unit. A Rental Registration shall be revoked upon failure to apply for its transfer within sixty (60) days of the date of sale or transfer of ownership of the rental unit.

A Rental License shall not be transferred. In the case of licensed rental units that are sold or transferred, the new owner shall seek a Rental License for each rental unit and have each rental unit inspected. Failure to seek a Rental License for each rental unit within sixty (60) days of the date of sale or transfer of ownership shall result in the revocation of the Rental License.

#### **§ 11-408. APPEALS OF REVOCATION OF RENTAL REGISTRATION OR RENTAL LICENSE.**

**Property Condition Appeals:** Any person aggrieved by any decision of a Public Officer may appeal to the Property Rehabilitation and Maintenance Code Board of Appeals in accordance with the provisions of the Property Maintenance Code.

**Disruptive Conduct Appeals:** Any person aggrieved by any decision of a Police Officer or Public Officer in regard to a Disruptive Conduct Report or the revocation of a Rental Registration or Rental License may appeal to the Disruptive Conduct Board of Appeals. Such appeal must be filed, in writing, within ten (10) working days from the date of receipt of the Disruptive Conduct Report or notice of revocation.

§ 11-409. DISRUPTIVE CONDUCT BOARD OF APPEALS ORGANIZATION AND POWERS.

A. Any person aggrieved by any decision of a Police Officer or Public Officer in regard to a Disruptive Conduct Report or the revocation of a Rental Registration or Rental License based upon the issuance of Disruptive Conduct reports, may appeal to the Disruptive Conduct Board of Appeals. Such appeal must be filed, in writing, with the appropriate filing fee within ten (10) working days from the date of receipt of the Disruptive Conduct Report or notice of revocation.

B. The Disruptive Conduct Board of Appeals shall be a body of seven (7) members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, the Codes Enforcement Office or their designee; the Chief of Police or his/her designee; an owner, operator, responsible agent or manager of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

There shall be three (3) alternate members: an owner, operator, responsible agent or manager, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

All members of the board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

A member or alternate member shall serve a term of not more than three (3) years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of one (1), two (2) and three (3) years.

Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.

Four (4) members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

C. The Board shall have the following powers:

1. To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction;

2. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the Police Officer or Public Officer in the enforcement of the provisions of this Ordinance.

3. To modify any notice of violation or order and to authorize a variance from the terms of this Code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code;

4. To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code and other applicable sections of the City of Reading Codified Ordinances, of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period;

5. In exercising the above mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within ten (10) working days after the appeal hearing.

6. The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the Police Officer or Public Officer; provided, however, that the Disruptive Conduct Board of Appeals, in its determination, shall be bound by this Article and shall not ignore the clear provisions and intent of this Article.

D. Any person, including the Police Officer or Public Officer for the City, aggrieved by any decision of the respective Board, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition which shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be presented to the Court of Common Pleas and a notice thereof must be given to the appellee within thirty (30) days after the filing of the decision in the office of the Board.

E. If this appeal is of a third Disruptive Conduct Report and the decision of the Police Officer or Public Officer has been affirmed, and no appeal is pending, within ten (10) working days after the expiration of the time for compliance as required by the decision of the Disruptive Conduct Board of Appeals or Court of Common Pleas, the Public Officer shall reinspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings.

F. If, when so required by a third Disruptive Conduct Report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, the public officer shall institute revocation of the Rental Registration or the Rental License.

G. The Disruptive Conduct Report and all records of all proceedings and the final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the Police Officer or Public Officer may prescribe reasonable regulation regarding the time and manner of inspection.

**§ 11-410. SEVERABILITY.**

The provisions of this article are declared to be severable and if any section, sentence, clause or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this article but they shall remain in effect, it being the legislative intent that this article shall stand notwithstanding the invalidity of any part.

## **§ 11-411. FEES/PENALTIES SECTION.**

### **A. FEES**

#### **1. Registration:**

The fee for a Rental Registration shall be Sixteen (\$16.00) Dollars per rental unit per year due and payable by May of each year until a Rental License is obtained.

After May, late fees shall be determined as such:

\$ 50 If paid by June

\$100 If paid by July

\$150 If paid by August

\$200 After September

#### **2. Licensure:**

The fee for a Rental License shall be Fifty (\$50) Dollars per rental unit per year due and payable by May 31 of each year.

After May 31, late fees shall be determined as such:

\$100 If paid by June 30 (all increased by \$50)

\$150 If paid by July 31

\$200 If paid by August 30

\$250 After September 1

The fee shall be reduced to **Thirty-five** (\$35) ~~Eleven (\$11)~~ Dollars per year for each rental unit meeting the following criteria:

No disruptive conduct complaints filed, and upheld, during the previous calendar year;

All taxes, fines and fees paid by December 31 of the preceding year;

Must pass inspection after the first reinspection, both interior and exterior of the property must be in compliance with all codes (there will be an allowance for exterior repairs for the time of the year);

The previous year's annual license fee was paid by May ~~March~~ 31 of that year;

Corrected any code violations cited between the five (5) year full inspections within thirty (30) days;

Named responsible agent, if property is owned by someone residing outside Berks County and not meeting the exemption criteria; and

Submitted a complete and accurate occupant listing by rental unit.

3. Reinspections:

The fee for the **second** third-reinspection and all subsequent reinspections per rental unit shall be Fifty-five (\$55) Dollars per reinspection.

4. Reinstatement:

The fee to reinstate a revoked Rental Registration or a Rental License shall be Twenty-five (\$25) Dollars per rental unit.

**5. Transfer:**

**The fee to transfer a Rental Registration or a Rental License shall be Twenty-five (\$25) Dollars if paid within sixty (60) days of sale or transfer of title and one hundred dollars (\$100) if paid after sixty (60) days of sale or transfer of title.**

B. PENALTIES

1. Revocation of Rental Registration or Rental License:

A fine of not less than five hundred dollars (\$500) per rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation. A fine shall not be sought for any period during which the rental unit is vacant and the owner, operator, responsible agent or manager is taking appropriate action to correct the violations.

2. Failure to Register, or Failure to Seek a Rental License (**for any transferred or purchased rental properties** and for newly constructed, newly created or substantially rehabilitated rental units):

The owner, responsible agent or manager shall be sent a Thirty (30) Day Notice of Violation, warning them of their failure to comply with the terms of this Article. If they do not comply at the end of thirty (30) days, there shall be a fine of not less than five hundred dollars (\$500) per rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation.

C. Whoever violates any provision of this Code or any Section of this Code shall upon a first offense be fined not more than One Thousand (\$1,000) dollars or imprisoned not more than ninety (90) days, or both.

D. If, after any conviction for violation of this Code or any lawful order issued pursuant thereto, such person continues violation, then such person shall be liable for further prosecution, conviction, and punishment without any necessity of the Public Officer or Police Officer to issue a new notice of violation or order, and until such violation has been corrected.

E. In addition to prosecution of persons violating this Code, the Public Officer, Police Officer or the Department of Law or any duly authorized agent of the City may take such civil or

equitable remedies in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or person, to effect the provisions of this Code.

(A section of the initiative also states that the Reading Police Department and Codes Enforcement Office shall be responsible for promulgating rules and regulations to carry out this Part and other applicable parts of the City of Reading Codified Ordinances.

## ADDENDUM TO RENTAL AGREEMENT

This Addendum to Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated \_\_\_\_\_. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at \_\_\_\_\_.

This Addendum is required by the Certification of Rental Units Ordinance of the City of Reading.

## ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

### **A. Landlord's Covenants and Obligations:**

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Reading and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The manager for the leased premises shall be as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

#### **B. Tenant's Covenants and Obligations:**

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Reading and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be five (5) and the maximum number of persons permitted within the common areas of the leased premises at any time shall be five (five).

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the City of Reading's Solid Waste and Recycling Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damage to said premises, such that a report is made to a Police Officer and/or a Public Officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Certification of Rental Units Ordinance of the City of Reading and that the issuance by a Public Officer or Police Officer of the City of Reading of three (3) disruptive conduct reports in any twelve (12) month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:



- a. termination of the rental agreement without prior notice; and
- b. bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and
- d. bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

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